

Memorandum of Understanding between
The United States Environmental Protection Agency
and
SAMPLE

I. Common Agreements and Principles

A. This is a voluntary agreement between *SAMPLE* ("ENERGY STAR® Scanner Partner" or "Partner") and the United States Environmental Protection Agency (EPA), by which *SAMPLE* joins the ENERGY STAR Program. The terms of this Memorandum of Understanding (MOU) shall apply to scanners sold by Partner under its own brand name(s).

B. Partner and EPA agree that the primary purpose of the ENERGY STAR Program is to promote the manufacturing and marketing of energy-efficient equipment, thereby potentially reducing combustion-related air pollution.

C. Partner and EPA agree that the use of energy-efficient equipment may also increase profits and competitiveness.

D. Partner and EPA agree that the ENERGY STAR Program may also improve or enhance equipment's useful lifetime, customer satisfaction, and overall product quality.

E. Partner and EPA agree that publicizing the ENERGY STAR Program is important to demonstrate the following: the concern of Partner for the environment, the vitality of the free enterprise system in reducing costs, and the capability of partnership programs to achieve environmental goals.

F. Partner and EPA agree that maintaining public confidence in the ENERGY STAR Program is critical to achieving the shared goals of Partner and EPA.

G. Partner and EPA agree that membership in the ENERGY STAR Program is essential to the cooperative effort to achieve the shared goals stated above.

II. Definitions

A. Scanner: For purposes of this MOU, a scanner is defined as an electro-optical device for

ENERGY STAR is a U.S. registered mark.

converting color or black-and-white information into electronic images that can be stored, edited, converted, or transmitted primarily in a personal computing environment. Scanners defined as such are typically used for digitizing hard-copy images. The intent of this MOU is to focus on widely-used desktop scanners (e.g., flatbed, sheet-fed, and film scanners); however, high-end office document management scanners that meet the specifications outlined below may qualify for the ENERGY STAR label. This MOU is for stand-alone scanners; it does not cover multifunction products with scanning capabilities, network scanners (i.e., scanners that connect exclusively to a network and are capable of managing the scanned information for transmissions to multiple locations on the network), or scanners that are not powered directly by the building power supply.

B. Base Unit: The base unit is defined as the most basic version of a scanner that is actually sold as a fully operational model. The base unit is typically designed and shipped in a single piece, and does not include any external power-consuming accessories that may be sold separately.

C. Scanner Model: For purposes of this MOU, a scanner model is defined as a base unit and one or more specific accessories that are advertised and sold to consumers under a single model number. When advertised and sold to consumers without any additional accessories, a base unit is also considered a scanner model.

D. Accessory: Any piece of additional equipment that is not necessary for the standard operation of the scanner, but that may be added in order to enhance or change scanner performance. An accessory may be sold separately under its own model number, or sold with a base unit as part of a scanner package or configuration. Examples of accessories include automatic document feeders (ADFs) and transparency adaptors.

E. Low-power Mode: For purposes of this MOU, the low-power mode is the lowest power state the scanner is designed to enter after some period of inactivity, without actually turning off. The scanner enters this mode within a specified period of time after the last image was scanned.

F. Default Time: The time period set by the Partner prior to shipping that determines when the scanner will enter the low-power mode. The low-power mode default time shall be measured from the time the last image was scanned.

III. Effective Date of MOU and Duration

A. This MOU shall be effective when signed by both EPA and Partner.

B. Both parties agree that Partner may begin to qualify scanner models pursuant to Section IV.B., below, beginning on April 1, 1997.

C. The terms of this MOU shall remain in force until such time as EPA institutes new specifications or discontinues the ENERGY STAR Scanner Program. Both parties agree that as technologies and markets change, it may become desirable to change the technical specifications included in this MOU in order to keep the ENERGY STAR Scanner Program responsive and to maintain its integrity.

D. Both parties agree that this agreement can be terminated by Partner or EPA at any time, and for any reason, with no penalty. However, both parties agree that termination for noncompliance would only occur in accordance with the procedures of Section VI., below.

IV. ENERGY STAR Scanner Partner's Responsibilities

A. Partner agrees to appoint a responsible representative of the company as liaison with EPA for the ENERGY STAR Scanner Program and to notify EPA within one month of any change in liaison designation. (See Attachment A.)

B. Product Qualification for the ENERGY STAR Logo

Partner agrees to introduce one or more specific base units that meet the specifications outlined below.

Table 1. Criteria for the ENERGY STAR Scanner Program

Low-power Mode	Low-power Mode Default Time
12 watts	15 minutes

After shipping, Partner or customer may change the low-power default time or disable the low-power mode in order to accommodate a customer's usage patterns. The time setting shall not exceed a Partner set maximum of 60 minutes.

C. Testing

1. Partner agrees to perform tests, as necessary, to determine which base units comply with the specifications. Based on the results of these tests, Partner shall self-certify those scanner models that it determines are compliant with the specifications outlined above. Partner may submit information to EPA on compliant scanner models on a voluntary basis.

2. Power consumption shall be measured from the outlet or power supply source to the product under test. Partner shall measure the average power consumption of the base unit. See EPA ENERGY STAR Scanner Testing Guidelines for more information.

D. Employee Education

Partner agrees to provide information about the ENERGY STAR Scanner Program to all of its employees whose jobs are relevant to the development, marketing, sales, and service of ENERGY STAR compliant scanner models.

E. Customer Education

1. Product Literature:

Partner shall provide general information to end users regarding the ENERGY STAR features of compliant scanner models. This information might include a description of the ENERGY STAR Scanner Program and a discussion of the energy savings associated with the product. Partner may determine the best manner through which to disseminate this general information to users. Examples of acceptable approaches include: special brochures provided with qualified scanner models, sales literature, user's manuals, point of purchase displays, information in specification sheets, savings comparisons, etc. Brochures and advertisements shall be worded to avoid misleading interpretations.

2. Logo Use:

To help consumers become familiar with the ENERGY STAR Scanner Program, the Partner shall consider placing the ENERGY STAR logo onto *all* qualified scanner models or their packaging. The logo may appear on the front/top of the scanner model, on the nameplate, or on the shipping box. The Partner shall also consider including the ENERGY STAR logo in brochures, manuals, and advertisements for qualified scanner models.

F. Proper Use of the ENERGY STAR Logo and Name

1. Partner understands that participation in the ENERGY STAR Scanner Program does not constitute EPA endorsement of Partner or its products.
2. It is the responsibility of the Partner to associate EPA, the ENERGY STAR logo, the ENERGY STAR name, and the ENERGY STAR Scanner Program only with those specific models that qualify under the terms and conditions of this MOU. See EPA's Logo Use Guidelines for more details and specific examples.

3. Partner understands that the ENERGY STAR name is a registered mark of the EPA. As such, Partner shall note this registered status, as appropriate. This may include (a) inserting the registered symbol, ®, next to the ENERGY STAR name (i.e., ENERGY STAR®) each time it appears in a brochure, poster, advertisement, or other document *or* (b) providing the following statement with the first use of the ENERGY STAR name: "ENERGY STAR is a U.S. registered mark." See the Logo Use Guidelines for more details.

4. When the ENERGY STAR logo is used, Partner agrees that it shall be accompanied by the following statement: "As an ENERGY STAR Partner, *SAMPLE* has determined that this scanner meets the ENERGY STAR guidelines for energy efficiency." When the ENERGY STAR logo is applied directly to the product, Partner may place this statement in the user's manual.

5. Partner shall not utilize the logo in a manner that directly or otherwise implies EPA endorsement of the Partner or of Partner's products, other than with regard to a product's energy efficiency.

6. Partner agrees not to alter the ENERGY STAR logo.

7. If either EPA or Partner terminates this agreement, Partner will no longer be entitled to apply the ENERGY STAR logo to newly manufactured scanner products, and will no longer make reference to the ENERGY STAR Scanner Program so as to convey continuing involvement in the program.

G. Since this is a self-certifying program, Partner shall not include misleading statements in product literature that imply a product is approved or certified by the EPA, i.e., Partner shall not make claims such as "this scanner is EPA approved," or "this scanner is EPA certified."

H. If Partner tracks customer reactions to the ENERGY STAR features of ENERGY STAR compliant scanner models, then Partner agrees (assuming that no confidential or competitively valuable information is disclosed) to share this information with EPA in an effort to continually improve the ENERGY STAR Scanner Program and ensure its relevance in the marketplace. In turn, EPA agrees to share the information it collects (appropriately aggregated to preserve any confidential information) with all Partners.

V. EPA's Responsibilities

A. EPA agrees to designate a single liaison point for the ENERGY STAR Scanner Program (i.e., ENERGY STAR Program Manager), and to notify Partner within one month of any change in liaison designation. Please send signed MOU and other correspondence to this person. (See Attachment A.)

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B. EPA agrees to accept test data as submitted by Partner, whether it is self-determined or determined by an independent third party. EPA will not officially approve any individual test reports voluntarily submitted by Partner.

C. While this is a self-certifying process, EPA reserves the right to conduct tests on scanner models bearing the ENERGY STAR logo from either the open market or other available sources, or voluntarily received from Partner.

D. EPA agrees to make an effort to encourage consumer acceptance of models introduced under this agreement and bearing the ENERGY STAR logo.

E. EPA agrees to provide Partner with recognition for its public service in protecting the environment by performing analyses about the pollution prevented by corporate participants, and providing this and other program information to appropriate news media sources for publication.

F. EPA agrees to promote energy-efficient equipment, and to inform consumers about the ENERGY STAR Scanner Program and ENERGY STAR logo by writing articles and/or cooperating with the news media by sharing information, where appropriate.

G. EPA agrees to work with Partner independently and/or in conjunction with other Partners to coordinate the placement of advertisements to promote energy-efficient equipment, educate consumers about the ENERGY STAR Scanner Program and logo, and provide Partner with due recognition for its public service in protecting the environment.

H. EPA agrees to loan Partner, at no charge, materials from which Partner can reproduce the ENERGY STAR logo.

VI. Conflict Resolution

A. Each party agrees to exercise good faith as a general principle for resolving conflicts arising under the ENERGY STAR Scanner Program.

B. Both parties agree to informally notify each other if any problems or issues arise under the ENERGY STAR Scanner Program and to work together to provide maximum public confidence in the program.

C. Procedure for Addressing Noncompliant Products

1. If EPA receives information that one or more scanner models certified by Partner as ENERGY STAR compliant may not meet all of the conditions of this MOU, then EPA will immediately notify Partner and attempt to address and resolve the problem informally.

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2. If these informal discussions do not produce a mutually agreeable resolution, EPA shall notify Partner in writing that Partner shall be terminated from the ENERGY STAR Scanner Program unless it undertakes the specific corrective actions sought by EPA. Partner agrees to reply to EPA in writing within 20 business days of receiving EPA's letter. At that time, Partner shall agree to do one of the following: (a) undertake in a timely and effective manner, the corrective actions sought by EPA; or (b) voluntarily terminate this agreement. If Partner does not respond to EPA's letter within 20 business days, or does not agree to either (a) or (b), then this agreement is terminated.

D. If Partner believes that EPA is not meeting all of its commitments, Partner agrees to formally notify EPA in writing. EPA agrees to respond in writing within 20 business days of receiving Partner's letter. At that time, EPA will do one of the following: (a) undertake the corrective actions sought by Partner, or (b) explain why such corrective actions cannot be undertaken.

VII. Freedom of Information Act and Confidential Business Information

Both parties understand that information provided by Partner to EPA will be treated in accordance with EPA's public information regulations under 40 Code of Federal Regulations, Part Two.

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The undersigned hereby execute this Memorandum of Understanding on behalf of their parties.
The signer of this agreement affirms that he/she has the authority to commit Partner to participation in the ENERGY STAR Scanner Program.

For the U.S. Environmental Protection Agency (EPA):

Signature: _____ *--- SAMPLE ---* _____ Date: *--- SAMPLE ---*

Name: Paul M. Stolpman

Title: Director, Office of Atmospheric Programs

For *SAMPLE* :

Signature: _____ *--- SAMPLE ---* _____ Date: *--- SAMPLE ---*

Name: _____

Title: _____